



NRUC  
CORPORATION

100 NORTH TWENTIETH STREET  
SECOND FLOOR  
PHILADELPHIA, PA 19103  
215 • 569 • 2220  
Telecopier — 215 • 569 • 2314

16299  
RECORDATION #10 FILED 1423

APR 17 1989 -3 20 PM

INTERSTATE COMMERCE COMMISSION

9-107A069

Date \_\_\_\_\_  
Fee \$ \_\_\_\_\_  
IC Washington, D. C.

April 1/, 1989

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, DC. 20423

ATT: Ms. Lee - Room 2303

Dear Ms. Lee:

Enclosed herewith is the original and two copies of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents are a "Bill of Sale" and a "Partial Release" for three (3) boxcars, including Exhibit "A" and notary affidavits between:

Buyer: NRUC Corporation  
100 North Twentieth Street  
Philadelphia, Pennsylvania 19103

and

Seller: Mrs. Edith Carter  
c/o Mrs. Minna Ogintz  
795 Adams Street  
Baldwin, New York 11510

A fee of thirteen (\$13.00) dollars is enclosed, please return the original and one copy with recordation certification data stamped thereon, to me at the NRUC Corporation address listed above.

Sincerely,

*Robert L. Shiner, Jr.*

Robert L. Shiner, Jr.  
Vice President

RLS/rfg

*Concurrence of Honore Hickman*

APR 17 1989 -3 20 PM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

Know all persons by these presents that, for value received, the receipt and sufficiency of which are hereby acknowledged, Mrs. Edith Carter ("Owner"), does hereby grant, bargain, sell, convey, transfer and deliver to NRUC Corporation ("Purchaser"), its successors and assigns forever, all right, title and interest of the Owner in and to all of the Boxcars specifically identified on Exhibit A (the "Cars"), to have and to hold the same unto Purchaser, its successors and assigns forever.

Owner represents and warrants as follows:

- (a) Owner has good, valid and marketable title to the Cars free and clear of all liens, pledges, security interests, charges, encumbrances or other defects of title of any nature whatsoever and there is no contract, covenant or restriction which prevents Owner from conveying or transferring to Purchaser unencumbered title to the Cars or giving possession of the Cars to Purchaser.
- (b) THE CARS ARE PURCHASED BY PURCHASER "AS IS, WHERE IS." OWNER DOES NOT MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE CARS, MERCHANTABILITY OF THE CARS, FITNESS OF THE CARS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER CONCERNING THE CARS EXCEPT AS SET FORTH ABOVE.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 14th day of March, 1989.

Edith G. Carter  
EDITH CARTER

EXHIBIT "A"

Owner: Mrs. Edith Carter  
Address: c/o Mrs. Minna Ogintz  
795 Adams Street  
Baldwin, New York  
11510

Total Cars: Three (3)

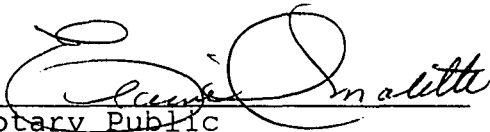
Contract Number: 2378  
Total Cars: 3  
Car Numbers: NSL 502172, NSL 151305, NSL 155390  
UMLER Value: \$38,500  
Date Built: 1-1979  
Plate: C  
Per Diem: .74 Per Hour  
Mileage Rate: .065 Per Mile

STATE OF NEW HAMPSHIRE )  
COUNTY OF Hillsborough ) ss.

On this the 14th day of March, 1989, before me Edith Carter  
\_\_\_\_\_, the undersigned officer, personally  
appeared EDITH CARTER, known to me, or satisfactorily proven to  
be the person whose name is subscribed to the within instrument,  
and she acknowledges that she executed the same for the purposes  
therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal.

(Seal)

  
Notary Public  
State of ~~South Carolina~~ New Hampshire  
My Commission Expires: \_\_\_\_\_

ELAINE D. MALETTE, Notary Public  
My Commission Expires October 29, 1991

PARTIAL RELEASE

JUL 28 1988-1 12 PM

## INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, Indian Head National Bank, holder of a certain Security Agreement running from Edith G. Carter to Indian Head National Bank dated December 29, 1978 and recorded with the Interstate Commerce Commission on January 29, 1979 at Recordation No. 10151, hereby releases and discharges from the effect of said Security Agreement that portion of the premises as are described herein:

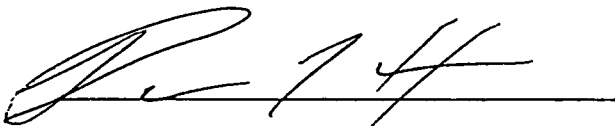
Four (4) 70 ton 50'6" rigid frame, single sheath class XM Boxcars numbered:

<u>Original Marks</u>	<u>Present Marks</u>	<u>Canadian National Lease Assign. Marks</u>
NSL 151303	NSL 502108	CN 418117
NSL 151305 ✓	MISS 151305 ✓	CN 418125
NSL 151306	ICG 502133	CN 418118
NSL 151311	ICG 502172 ✓	CN 418119

Said Security Agreement in all other respects to remain in full force and effect.

IN WITNESS WHEREOF, it has caused this instrument to be signed by Anthony M. Sanborn, Commercial Loan Officer of Indian Head National Bank, duly authorized this 22 day of July, 1988.

WITNESS



By Anthony M. Sanborn  
Its Commercial Loan Officer

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 1988, by Anthony M. Sanborn, Commercial Loan Officer of Indian Head National Bank, on behalf of Indian Head National Bank

Shirley M. Bane  
Justice of the Peace/Notary Public

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

On this 22<sup>nd</sup> day of July, 1988, before me, personally appeared Anthony M. Sanborn to me personally known, who being by me duly sworn says that he is the Commercial  
Loan Officer of Indian Head National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by the authority of its Board of Directors, and he acknowledged the execution of the foregoing instrument was the free act and deed of said corporation, by authority of its Board of Directors, and he acknowledged that the foregoing instrument was the free act and deed of said corporation.

Shirley B. B. B.  
Notary Public

JUL 28 1988-1 12 PM

INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, Indian Head National Bank, holder of a certain Security Agreement running from Edith G. Carter to Indian Head National Bank dated February 14, 1979 and recorded with the Interstate Commerce Commission on February 26, 1979 at Recordation No. 10151, hereby releases and discharges from the effect of said Security Agreement that portion of the premises as are described herein:

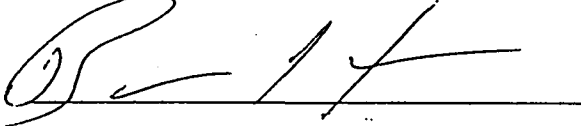
Five (5) 70 ton 50'6" rigid frame, single sheath class XM Boxcars numbered:

<u>Original Marks</u>	<u>Present Marks</u>	<u>Canadian National Lease Assign. Marks</u>
NSL 155390	MISS 155390	CN 418126
NSL 155392	ICG 502242	CD 418122
NSL 155395✓	NSL 155395	CN 418127
NSL 155398	NSL 502107	CN 418123
NSL 155397	ICG 502243	CN 418124

Said Security Agreement in all other respects to remain in full force and effect.

IN WITNESS WHEREOF, it has caused this instrument to be signed by Anthony M. Sanborn, Commercial Loan Officer of Indian Head National Bank, duly authorized this 22nd day of July, 1988.

WITNESS



By Anthony M. Sanborn  
Its Commercial Loan Officer

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

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Shirley J. Gera  
Justice of the Peace/Notary Public

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, SS.

On this 22<sup>nd</sup> day of July, 1988, before me, personally appeared Anthony M. Sanborn to me personally known, who being by me duly sworn says that he is the Commercial Loan Officer of Indian Head National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by the authority of its Board of Directors, and he acknowledged the execution of the foregoing instrument was the free act and deed of said corporation, by authority of its Board of Directors, and he acknowledged that the foregoing instrument was the free act and deed of said corporation.

Notary Public